

**IN THE UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

VALIANT ENTERTAINMENT, INC. and
VALIANT ENTERTAINMENT, LLC,

Plaintiffs,

vs.

VALIANT INTELLECTUAL PROPERTIES, LLC,

Defendant.

CIVIL ACTION NO: 07-Civ-7784

WAIVER OF SERVICE
OF SUMMONS

To: Timothy D. Pecsénye, Esq.

I acknowledge receipt of your request that I waive service of a summons on behalf of Valiant Intellectual Properties in the action of Valiant Entertainment, Inc. and Valiant Entertainment, LLC v. Valiant Intellectual Properties, which is civil action number 07-Civ-7784 in the United States District Court for the Southern District of New York. I have also received a copy of the complaint in the action, two copies of this instrument, and a means by which I can return the signed waiver to you without cost to me.

I agree to save the cost of service of a summons in this lawsuit by not requiring that Valiant Intellectual Properties be served with judicial process in the manner provided by Rule 4 of the Federal Rules of Civil Procedure.

Valiant Intellectual Properties will retain all defenses or objections to the lawsuit or to the jurisdiction or venue of the court except for objections based on a defect in the summons or in the service of the summons.

I understand that a judgment may be entered against Valiant Intellectual Properties if an answer or motion under Rule 12 of the Federal Rules of Civil Procedure is not served upon you within 60 days after October 4, 2007, or within 90 days after that date if the request was sent outside the United States.

Dated: 10/12/07


Michael Lovitz, Esq.,

Counsel for Valiant Intellectual Properties

Duty to Avoid Unnecessary Costs of Service of Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain parties to cooperate in saving unnecessary costs of service of the summons and complaint. A defendant located in the United States

who, after being notified of an action and asked by a plaintiff located in the United States to waive service of a summons, fails to do so will be required to bear the costs of such service unless good cause be shown for the failure to sign and return the waiver.

It is not good cause for a failure to waive service that a party believes that the complaint is unfounded, or that the action has been brought in an improper place or in a court that lacks jurisdiction over the subject matter of the action or over its person or property. A party who waives service of the summons retains all defenses and objections (except any relating to the summons or the service of the summons), and may later object to the jurisdiction of the court or to the place where the action has been brought.

A defendant who waives service must within the time specified on the waiver form service on the plaintiff's attorney (or unrepresented plaintiff) a response to the complaint and must file a signed copy of the response with the court. If the answer or motion is not served within this time, a default judgment may be taken against that defendant. By waiving service, a defendant is allowed more time to answer than if the summons had be actually served when the request for waiver of service was received.